

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM605234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartsweets Inc.		10/15/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	66 Wellington St. West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Bank governed by the Bank Act: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5663937	SMART SWEETS	
Registration Number:	5957953	SWEET FISH	
Registration Number:	5957954	SOUR BLAST BUDDIES	
Serial Number:	88319098	SWEETCHEWS	
Serial Number:	88927794	SMARTLY	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	74372-2		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	10/27/2020		

OP \$140.00 5663937

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated October 15, 2020, and entered into by SMARTSWEETS INC. (the “**Grantor**”) in favor of THE TORONTO-DOMINION BANK, in its capacity as agent (together with its successors and assigns, the “**Agent**”) on behalf of (i) itself, as Agent; and (ii) the Lenders, the Hedge Lenders and the Service Lenders (as such terms are defined in the Credit Agreement referred to below).

WHEREAS, pursuant to the senior secured credit agreement dated as of October 2, 2020, among the Grantor, as borrower, the Agent, as agent, the Lenders from time to time party thereto, The Toronto-Dominion Bank and MUFJ Union Bank, N.A., as joint lead arrangers, and The Toronto-Dominion Bank, as sole bookrunner (as the same may be amended, supplemented, restated, extended, renewed or superseded from time to time, the “**Credit Agreement**”), the Lenders have agreed to make available certain credit facilities to the Grantor.

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of October 2, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent and in furtherance thereof the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for its obligations under the Loan Documents (as defined in the Credit Agreement), the Grantor hereby grants to the Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the “**Trademark Collateral**”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on Schedule A hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner for Trademarks record this Agreement.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" or "DocuSign") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed as of the date first written above.

SMARTSWEETS INC.
as Grantor

By: 
Name: Tyson Jobke
Title: Authorized signatory

THE TORONTO-DOMINION BANK,
as Agent

By: 

Name: Emilia Casado

Title: Vice President, Loan Syndications - Agency

Schedule A**Trademark**

Trademark	Country	App/Reg No.	Date of Application	Date of Registration
SMART SWEETS	US	5,663,937	July 13, 2018	January 29, 2019
KICK SUGAR	US	87/675,634	January 20, 2020	TBC
KICK SUGAR, KEEP CANDY	US	87/675,651	Nov 7, 2017	TBC
SMARTSWEETS	US	88/036,727	July 13, 2018	Notice of publication received Aug 7, 2019 Entitled to register Aug 27, 2019
FEEL GOOD ABOUT CANDY	US	88/107,439	Sept 6, 2018	TBC
SWEET FISH	US	5,957,953	July 20, 2018	January 7, 2020
SOUR BLAST BUDDIES	US	5,957,954	July 20, 2018	January 7, 2020
SMART SWEETS & Leaf Design	US	88/239,568	Suspension Inquiry issued May 18, 2020	TBC
SWEETCHEWS	US - Supplemental	88/319,098	Feb 27, 2019	July 14, 2020
SMARTLY	US	88,927,794	May 21, 2020	TBC
SOURMELON BITES	US	88/812,136	Feb 26, 2020	TBC